

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROGER GONZALES,
Plaintiff,

v.

WELLS FARGO BANK, N.A., et al.,
Defendants.

Case No. [13-cv-02447-SI](#)

**ORDER DENYING PLAINTIFF'S
MOTION TO ENFORCE**

Re: Dkt. No. 52

On March 3, 2017, the Court held a hearing on plaintiff's motion to enforce the settlement agreement. After consideration of the parties' papers and the arguments of counsel, the Court DENIES the motion.

Plaintiff contends that Wells Fargo breached the 2013 settlement agreement by failing to forgive \$86,953.47 of plaintiff's "deferred principal balance." Plaintiff appears to be conflating the terms of the 2011 loan modification agreement and the 2013 settlement agreement. Under the 2013 settlement agreement, Wells Fargo agreed to accept \$12,500 as the amount to reinstate plaintiff's loan, and to forgive the remaining arrears required to reinstate (\$16,300). Based upon the record before the Court, it appears both parties complied with this provision, and plaintiff does not contend otherwise.

A 2011 loan modification agreement provided that \$86,953.47 in debt could be forgiven if plaintiff made timely payments between October 1, 2011 – October 1, 2014. However, it is undisputed that plaintiff missed 17 payments between May 2012 and October 2013. Plaintiff appears to be arguing that because he made timely payments after the execution of the 2013 settlement agreement, Wells Fargo was required to forgive the \$86,953.47. However, plaintiff does not cite any provision in the 2013 settlement agreement that requires Wells Fargo to forgive

1 that amount, nor does he cite anything in the 2013 settlement agreement that modifies the 2011
2 loan modification agreement.

3 Accordingly, the Court finds that plaintiff has not demonstrated that Wells Fargo has
4 breached the 2013 settlement agreement, and the Court DENIES plaintiff's motion.

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6 **IT IS SO ORDERED.**

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8 Dated: March 3, 2017



SUSAN ILLSTON
United States District Judge